the business relationship is of any ultimate importance and have adopted instead the theory of the nature of the act as controlling. The case under discussion would strengthen that idea.

MORTGAGES — ASSIGNED WITHOUT THE DEBT — PRIORITY OF RECORD.—A assigned a bond and mortgage as collateral to B, but only the bond was delivered to him. A later assigned the bond and mortgage to C. He delivered the mortgage and made affidavit that he was the owner of the bond. C recorded his assignment prior to that of B. In a suit to foreclose a prior mortgage B and C come in as defendants to have their rights determined. While the court *held* that the assignment of the mortgage without the bond put C on inquiry as to the ownership and possession of the bond which was not satisfied by A's affidavit that he was the owner thereof, it left undecided the question as to whether the assignment of a bond which carried a mortgage security with it would be good as against the prior recorded assignment of the same bond and mortgage where only the mortgage had been delivered. *Syracuse Savings Bank* v. *Merrick et al* (1905), — N. Y. —, 75 N. E. Rep. 232.

In the case of *Merritt* v. *Bartholick*, 47 Barb. 253, the court held that the assignment of a mortgage without the accompanying bond, whether by writing or parol, and as collateral or otherwise, is a nullity, and the assignee acquires no interest, especially as against a subsequent assignee of both the bond and the mortgage. See also *Merritt* v. *Bartholick*, 36 N. Y. 44. If it is a nullity as to subsequent assignees much more so would it be a nullity as to prior assignees. Recording an assignment which is of itself a nullity can give it no force and effect. It would seem, therefore, that the assignment of the mortgage without the bond should not only be notice sufficient to put C on inquiry as to the ownership and possession thereof, but that it would also be notice to him that until he had reduced the bond to his possession, either actual or constructive, he had no rights under the mortgage regardless of the record of the assignment of it to him.

MUNICIPAL CORPORATIONS—CONTRACT—DONATIONS FOR PRIVATE PURPOSE. —City contracted with a private manufacturing corporation to donate to it $2,500 of the public funds on condition that it would maintain its factory within the city for ten years. On breach of a bond given by the corporation to secure performance of this condition, the city brought suit. *Held*, that the contract was void and city could not recover on the bond. *Collier Shovel and Stamping Co.* v. *City of Washington* (1905), — Ind —, 76 N. E. Rep. 122.

The power of a city to make appropriations of public money for the aid of manufactories is generally denied on the ground that the power to appropriate depends on the power to lay and collect taxes to pay the appropriation and the right of taxation cannot be used in aid of a private enterprise, where the direct object is the aid of such an enterprise even though the incidental benefit to the public is large. *Loan Association* v. *Topeka*, 87 U. S. 655; *Weismer* v. *Douglas*, 64 N. Y. 91. A contract agreeing to make such appropriations is void as against public policy, according to the principal case and

the following authorities cited in the opinion; *Elkhart Lodge* v. *Crary*, 98 Ind. 238; *Brown* v. *Bank*, 137 Ind. 655; to the effect that such a contract is ultra vires, and for that reason void, see: *City Council* v. *Plank Road Co.*, 31 Ala. 76; *Hodges* v. *Buffalo*, 2 Denio (N. Y.) 110; *Halstead* v. *Mayor*, 3 N. Y. 430. The bond being void no suit can be brought on it. *City Council* v. *Plank Road Co.*, 31 Ala. 76; but see *State* v. *City of Buffalo*, 2 Hill (N. Y.) 434.

PICKETING—INJUNCTION.—Defendant union, in pursuance of a resolution of its members, established a system of picketing in the vicinity of complainant's factory. The declared policy of the union was that no force or threats should be resorted to. Crowds of men, composed partly of strikers, collected about the entrances to complainant's factory, accosted and annoyed his employees, and, in one instance at least, employees were assaulted. *Held*, that an injunction should issue against those strikers who actually took part in the unlawful acts but not against the other members of the union or against the union itself. *Karges Furniture Company* v. *Amalgamated Woodworkers' Local Union No. 131 et al.* (1905), — Ind. —, 75 N. E. Rep. 877.

It is quite generally agreed that picketing, under proper conditions, is perfectly lawful, EDDY ON COMB., § 537, and cases there cited. The question has of late been before the Illinois courts a number of times and the practice severely criticised. "In imagination and theory a peaceful picket line may be possible, but in fact a picket line is never peaceful. It is always a form of actual warfare and quite inconsistent with everything not related to force and violence. Its use is a form of unlawful coercion." *Franklin Union* v. *The People* (and four other cases), 38 Chic. Leg. N. 65. One of the border cases on the legality of picketing is *Vegelahn* v. *Guntner*, 167 Mass. 92, in which the practice was enjoined, JUSTICES FIELD and HOLMES rendering dissenting opinions. As to the scope of the injunction: in *American Steel and Wire Co.* v. *Wire Drawers' etc. Unions*, 90 Fed. Rep. 598, a temporary injunction was granted against the union and all its members in spite of the fact that against a majority of them there was no evidence whatever. The true rule, so far as picketing is concerned, seems to be: Where the pickets themselves resort to force or intimidation, the injunction should clearly extend to all those who participate in the maintenance of the picket after it has become unlawful. The fact that the pickets were instructed to use only peaceful means does not alter the situation. *Union Pac. R. Co.* v. *Ruef*, 120 Fed. Rep. 102. Where, however, as in the principal case, it does not appear that the pickets, while acting in that capacity, were parties to the wrongdoing, the injunction is properly limited to those who were guilty of the acts of violence or intimidation, unless it is manifest that the picketing induced the unlawful acts, in which event the injunction should embrace all those, including the union as such, who are responsible for the continuance of the picketing.

PUBLIC LANDS—CONTRACT ASSISTING PRE-EMPTOR IN PERFECTING ENTRY.—Plaintiffs contracted with defendant to pay one-fourth of all expenses accruing to the latter in making final proof and receiving title to certain land; and